



FFA

REQUEST FOR PROPOSALS (RFP)

TO: SUITABLY QUALIFIED FISHERIES CONSULTANTS

RFP No: CP04_2223

DATE: 10 November 2022

SUBJECT: EMPLOYMENT PATHWAYS FOR FISHING CREW

Proposals are sought from suitably qualified and experienced Consultant(s) or Consultancy firm(s) to identify employment pathways for Pacific Island Crew across FFA Members.

To enable you to submit a Request for Proposal for this work, please find enclosed:

Annex I: Instructions to Bidders

Annex II: Terms of Reference, containing a description of FFA's requirements for which these services are being sought

Annex III: FFA Standard Conditions of Contract

This request is not to be construed in any way as an offer to contract to any specific party.

Dr Manumatavai Tupou-Roosen
DIRECTOR-GENERAL

Annex I

INSTRUCTIONS TO BIDDERS

RFP No: CP04_2223

EMPLOYMENT PATHWAYS FOR FISHING CREW

1. Submission of Proposals

1.1. All proposals submitted together with all correspondence and related documents shall be in English.

1.2. All prices in the proposals must be presented in United States Dollar (USD).

1.3. Any proposal received after the **12th of December 2022** will be rejected. FFA may, at its discretion, extend the deadline for the submission of proposals by notifying all prospective bidders in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by FFA on its own initiative or in response to a clarification requested by a prospective bidder.

1.4. In tendering a proposal, interested parties should demonstrate a clear understanding of the Terms of Reference (TOR) as set out, with appropriate explanatory comments, proposed methodology, work plan and timeline for completion of the entire scope of work. The FFA Standard Conditions for Contract are not negotiable.

1.5. The proposal should also include:

- i. A cover letter outlining proposed methodology confirming ability to comply with the time lines for undertaking the assignment as per the Terms of Reference (Annex II);
- ii. The CV of the consultant(s) proposed to complete the work, including background and relevant experience of the consultant(s) as well as a summary of any similar fisheries survey work;
- iii. A separate enclosed financial proposal providing a detailed cost summary for the implementation of the work which must include the daily fee rate(s) for the consultant(s).

2. Period of validity of proposals

2.1. Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by FFA, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by FFA on the grounds that it is non-responsive.

2.2. In exceptional circumstances, FFA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify their Proposal.

3. Outputs required

A suitably qualified and experienced consultant(s) is expected to deliver the following outputs:

	Output
i	Work plan and proposed stakeholder engagement schedule (whether face to face or virtual) including details of any proposed travel.
ii	Brief interim report detailing: progress with regard to the collection of information and engagement with members and other relevant stakeholders, and; outlining any issues that FFA may be able to assist with.
iii	Draft final report describing the results and conclusions
iv	Final report incorporating any comments from FFA.

4. Evaluation Criteria

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal reviewed and compared. The financial proposal will only be reviewed for submissions that have passed the minimum technical score of 70% of the total obtainable score in the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the competency requirements as detailed in the evaluation criteria matrix.

Competency Requirements	Score Weight (%)
1. Excellent knowledge of training requirements for fishing crew.	30
2. A good understanding of the provisions of the SCTW-F.	20
3. a good understanding of working conditions onboard tuna fishing vessels and the duties carried out by crew.	20
4. Good knowledge of fisheries training institutions in the region.	20
5. A record of producing high quality reports analysing policy issues in the region's tuna fishery.	10
Total Score	100%
Qualification Score	70%

In the Second Stage, the financial proposal of all bidders, who have attained a minimum of 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder(s) offering the best value for money taking into account the cumulative scores of technical and financial evaluations.

5. Financial Proposals

The financial proposal should be submitted as a separate document and not included as part of the technical proposal. Financial proposals should provide a budget for the project including professional fees, travel and accommodation and any others costs associated with the completion of this work. The estimated time required for the consultancy is around 40 working days.

6. Request for further information

Queries or questions are to be emailed to the Fisheries Development Adviser, Fisheries Development Division, FFA, email: leonard.rodwell@ffa.int

7. Award of Contract

FFA reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such action.

8. FFA's right to vary requirements at time of award.

FFA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the Request for Proposal (RFP) without any change in unit price or other terms and conditions.

9. Closing date for proposals

Proposals should be emailed to procurement@ffa.int with the subject line heading 'Employment Pathways Study'.

All proposals must be received by FFA before 5.00pm (Local time) **12 December 2022**.

10. Notification

The names of winning bidders shall be advertised on the FFA website; www.ffa.int/employment/tenders/tender_results

Annex II

TERMS OF REFERENCE

RFP No: CP04_2223

EMPLOYMENT PATHWAYS FOR PACIFIC ISLAND FISHING CREW

BACKGROUND

The vast majority of Pacific Island vessel crew are serving in relatively lower-level roles with limited opportunity for promotion to roles of captains, fishing masters and chief engineers. Working conditions of fishing vessels are significantly different to conditions experienced by workers in other industries. Crew on fishing vessels face a range of challenges, including in some cases forced labour and human right violations. Issues related to safety and poor working conditions and low pay can make working in the fishing sector unattractive to Pacific Islanders. Pacific Island Countries (PICs) need to take action to ensure work on fishing vessels is safe, decent and worthwhile, whilst also working to increase the number of Pacific islanders employed at all levels on board fishing vessels: National policies for the employment of Pacific island crew on board fishing vessels and quality maritime training programmes are central to enhancing employability, crew conditions and opportunities. Maritime Colleges are a tool to develop a depth of knowledge for the Pacific Island Nationals that undertake training courses at the facilities. This depth of knowledge may be able to assist in improving the overall safety and security, Human Rights and Labour Standards for Pacific Islanders working on fishing vessels.

Consultations with Pacific Island Maritime Colleges have pointed to the need to employ formally trained crew that can then progress to more skilled jobs on fishing vessels with experience and where necessary further qualifications. The primary international agreement covering training for fishing crew is the International Convention on Standards of Training, Certification and Watchkeeping for Fishing Vessel Personnel (STCW-F). STCW-F was adopted by the International Maritime Organisation (IMO) in 1995. The Convention is a binding treaty that sets standardised certification and minimum training requirements for crews of seagoing fishing vessels with the aim to promote the safety of life at sea and the protection of the marine environment, taking into account the unique nature of the fishing industry and its working environment. The Convention supports harmonisation of qualifications by introducing a minimum level of training for personnel working on fishing vessels to which the Convention applies.

To date 34 countries have ratified the Convention, but only four FFA members, Kiribati, Nauru, New Zealand and Palau have done so. Despite this several Maritime Colleges have included aspects of the STCW-F in their programmes.

TERMS OF REFERENCE

The study will:

- i. Evaluate the advantages, disadvantages and barriers to Pacific Island Countries acceding to STCW-F and recommend action that could be taken to address any of the disadvantages and barriers identified.

- ii. Identify Pacific Island Countries current qualification recognition systems for fishing vessel personnel certification across the region.
- iii. Evaluate Pacific Island Countries current policy and regulations for employment on fishing vessels and employment of foreign workers on fishing vessels.
- iv. Consult with Pacific Maritime Colleges to assess the extent that they are training to STCW-F standards and where appropriate make recommendations to align Curriculums to these standards.
- v. Provide a summary of Pacific Maritime Colleges current curriculums, qualifications offered, course structure, course frequency, cost, and timeframe.
- vi. Identify the resources Colleges require to deliver training to STCW-F standards.
- vii. Consult Pacific Island based fishing companies to obtain their views on the implementation of STCW-F standards and the issue of employment pathways for fishing crew.
- viii. Develop and assess other policy options to provide employment pathways for fishing crew.

OPERATIONAL ARRANGEMENT

The consultant will report to the Director of Fisheries Development, FFA. The Fisheries Development Adviser will be the first point of contact for any enquiries. The consultant shall liaise closely and take into account advice and recommendations made in relation to the Consultancy and other matters related thereto.

ASSISTANCE TO BE PROVIDED BY FFA

1. As far as possible, provision of necessary documents, on a confidential basis if necessary, to the consultant upon request.
2. Liaison with relevant stakeholders as required, including official notification to advise of the nature of the project and requesting cooperation.

OUTPUTS/MILESTONES

The Consultant shall prepare the following, which will also serve as triggers for contract payments:

Output	Proposed time-line
Work plan and proposed stakeholder engagement schedule.	Within one month of contract signature
Brief interim report detailing progress in collecting information and any issues that FFA may be able to assist with.	By end February 2022.
Draft final report describing the results and conclusions.	By end of March 2022

Final report responding to any comments or suggestions from FFA on this draft.	By end of April 2022
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AWARD OF CONTRACT

FFA reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such action.

FFA'S RIGHTS TO VARY REQUIREMENT AT TIME OF AWARD

FFA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the Request for Proposal (RFP) without any change in unit price or other terms and conditions.

CLOSING DATE FOR PROPOSALS

Proposals should be emailed to procurement@ffa.int with the subject line heading Employment Pathways study.

All proposals must be received by FFA before 5.00pm (Local time) **12 December 2022**.

Please note that the FFA Standard Conditions of Contract are not negotiable.

Annex III

STANDARD CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract:

- (a) “Consultancy Services” means the Consultancy Services described in Schedule A;
 - (b) “Memorandum of Agreement” means the agreement executed by and between FFA and the Consultant in which these Conditions have been incorporated by reference;
 - (c) “FFA” means the Pacific Islands Forum Fisheries Agency, based in Honiara, Solomon Islands;
 - (d) “Contract” means the Memorandum of Agreement together with these Conditions and all other schedules and documents, if any, annexed to the Memorandum of Agreement or incorporated therein and intended to form part of the contractual relationship between the parties;
 - (e) “Confidential Information” means information that:
 - (i) is by its nature confidential;
 - (ii) is designated by FFA as confidential;
 - (iii) the Consultant knows or ought to know is confidential;but does not include information which:
 - (iv) is or becomes public knowledge other than by breach of this Contract;
 - (v) is in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from FFA;
 - (vi) has been independently developed or acquired by the Consultant.
 - (f) “Deliverable” means all reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant while performing the Consultancy Services;
 - (g) “Usual Place of Residence” means the place of residence of the Consultant designated in the Memorandum of Agreement;
 - (h) “Term of Engagement” means the entire period during which the Consultant will be expected to perform the Consultancy Services.
- 1.2 Words importing a gender include any other gender.
- 1.3 Words in the singular number include the plural and words in the plural number include the singular.
- 1.4 Clause headings in this Contract are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- 1.5 A reference to a Schedule is a reference to a Schedule to this Contract and includes such Schedule as amended or replaced from time to time by agreement in writing between the parties.

2. Fees

- 2.1 FFA shall pay fees to the Consultant in respect of the Consultancy Services in accordance with Schedule B on the basis of time spent by the Consultant in performing the Consultancy Services. For the purpose of determining the amount of such fees:
- (a) Where fees are expressed in terms of a monthly rate each month shall be deemed to be of thirty days, and the time spent in performing the Consultancy Services shall include travel time, weekends and public holidays. Fees in respect of periods of less than one month shall be computed on a calendar day basis, and one calendar day shall be deemed equal to one thirtieth of one month.

- (b) Where the fees are expressed in terms of a daily rate the time spent in performing the Consultancy Services shall be determined solely on the basis of the number of days actually worked by the Consultant in performing the Consultancy Services, including travel time.
- 2.2 Except as otherwise agreed between FFA and the Consultant, no fees will be paid in respect of work performed other than during the Term of Engagement.

3. Travel, Allowances and Expenses

- 3.1 Subject to Schedules A and B, FFA shall pay to or reimburse the Consultant for the following allowances, costs and expenses:
 - (a) A daily subsistence allowance (DSA) at standard FFA rates for every day during the term of engagement during which the Consultant shall be absent from the Usual Place of Residence for the purpose of performing the Consultancy Services; provided that DSA will be paid for the day of departure from the Usual Place of Residence but not for the day of return thereto. The DSA covers all accommodation charges, including government taxes (where applicable), meals, laundry and incidental expenses.
 - (b) All transportation costs properly and reasonably incurred by the Consultant in travelling for the purposes of the Consultancy Services whether within the Country of Assignment or elsewhere, including the cost of transportation by an appropriate means of public transport between the Usual Place of Residence and the nearest convenient international airport and the cost of economy class air travel.
 - (c) All other reasonable out-of-pocket expenses of the Consultant arising directly out of the performance of the Consultancy Services, including communications charges, airport and departure taxes, visa fees, taxi fares, and photocopying charges.

4. Payment of Fees, Costs and Expenses

- 4.1 Fees payable under the Contract will be paid by FFA upon submission of an invoice and acceptance by FFA and subject only to genuine dispute (including that the relevant standard expected by the FFA has not been met) and shall be paid to the Consultant no later than 30 days after the date of the Consultant's invoice for the Consultancy Services. Where the Consultancy Services have not been performed to the reasonable satisfaction of FFA, FFA may withhold the balance of the fees in whole or in part and may:
 - (a) require the Consultant to carry out whatever additional work is required to complete the Consultancy Services to the satisfaction of FFA; or
 - (b) Terminate the Contract forthwith without prejudice to any right of action or remedy which has accrued or which may accrue in favour of FFA.
- 4.2 Subject to Schedule B, the travel costs, DSA and reimbursable costs and expenses referred to in clause 3 shall be paid by FFA upon written application made by the Consultant to FFA at the conclusion of the Term of Engagement supported by such receipts or other evidence as FFA may reasonably require to establish that the Consultant was absent for the purpose of the Consultancy Services from the Usual Place of Residence or that the expenditure was incurred in the amount and currency and in the manner claimed. Where an advance of DSA has been made, FFA shall require the Consultant to complete a reconciliation of advance against actual entitlement. Subject only to genuine dispute in relation to such costs, such costs and reimbursements shall be paid to the Consultant no later than 30 days after the date of the Consultant's written application for reimbursement of such costs.
- 4.3 Unless otherwise agreed between the Consultant and FFA, the fees shall be paid in the currency specified in Schedule B. All travel costs, allowances, and out-of-pocket expenses shall be paid either in the currency in which the same were incurred or in

United States dollars or partly in one currency and partly in the other, as FFA shall reasonably determine.

- 4.4 Whenever it shall be necessary to determine the equivalent of an amount in one currency in terms of another, the conversion shall be made at the rate which FFA shall determine was applicable at the time and place when the Consultant incurred the expenditure or converted currency into the currency of expenditure, whichever first occurred.

5. Medical and Insurance

- 5.1 All medical and insurance costs shall be borne by the Consultant and FFA shall be under no liability in respect of medical expenses of the Consultant.

6. Indemnity

- 6.1 Subject to the provision of this Contract, the Consultant shall at all times indemnify FFA, its officers, employees and agent from and against any loss (including legal cost and expenses on a party-party basis), or liability is reasonably incurred or suffered by those indemnified arising from any claim, suit, demand, action or proceeding by any persons against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Consultant in connection with this agreement.
- 6.2 The Consultant's liability to indemnify FFA under Clause 6.1 shall be reduced proportionately to the extent that any act or omission of FFA or its officer, employees or agents contributed to the loss or liability.

7. General Covenants

- 7.1 The Consultant covenants and agrees that:
- (a) During the Term of Engagement it shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference. It shall make or assist in making all such reports and recommendations as may be contemplated by the Terms of Reference and shall at all times cooperate with FFA, its employees and agents. After the termination of the engagement it shall continue to cooperate with FFA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by it.
 - (b) At all times it shall act with appropriate propriety and in particular refrain from making any public statement concerning the Consultancy Services without the prior approval of FFA.
 - (c) It shall have no authority to commit FFA in any way whatsoever and shall make this clear as circumstances warrant.
 - (d) It shall report immediately to FFA any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Consultancy Services, including circumstances and events relating to his transportation and accommodation.
 - (e) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant while performing the Consultancy Services shall be the property of FFA and upon termination of the engagement shall be disposed of as FFA may direct. The Consultant may retain copies of such documents and data but shall not use the same for purposes unrelated to the Consultancy Services without the prior approval of FFA.

8. Intellectual Property

- 8.1 *Ownership of Deliverables*

- (a) The Consultant agrees that all Deliverables shall vest in and remain the property of the FFA.
- (b) The Consultant warrants to FFA that FFA's lawful use of those Deliverables will not breach the Intellectual Property rights of any third party.
- (c) The Consultant must, when requested by FFA, do all things necessary to vest ownership and title of Deliverables in the FFA.
- (d) If ownership of or title in Deliverables is not capable of being vested in the FFA under clause 8.1 because the Consultant does not own those Deliverables, the Consultant must at its cost ensure that the FFA is suitably and irrevocably licensed to use those Deliverables.
- (e) The Consultant acknowledges that the FFA may use the Deliverables in any way notwithstanding that such use might breach the Consultant's moral rights, but does not include false attribution of authorship.

8.2 *Licence of Deliverables to Consultant*

Subject to clause 8.1 and the confidentiality provisions under this Contract, the FFA grants to the Consultant a royalty-free licence to reproduce the Deliverables only for the purposes of inclusion in the Consultant's professional portfolio.

8.3 *Background Intellectual Property*

- (a) Neither Party assigns any of its background intellectual property to the other Party if that background intellectual property is used under this Contract.
- (b) Where background intellectual property is incorporated into the Deliverables by the Consultant, the Consultant must at its own cost obtain a licence for the FFA to use that background intellectual property in conjunction with the Deliverables.

9. Conflict of Interest

- 9.1 The Consultant warrants that, to the best of its knowledge, at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of his obligations under this Contract.
- 9.2 If during the Term of Engagement a conflict of interest arises, or appears likely to arise, the Consultant undertakes to notify FFA immediately in writing and to take such steps as FFA may reasonably require to resolve or otherwise deal with the conflict. If the Consultant fails to notify FFA or is unable or unwilling to resolve or deal with the conflict as required, FFA may terminate this Contract in accordance with the provisions of clause 11.
- 9.3 The Consultant shall not engage in any activity or obtain any interest during the Term of Engagement that is likely to conflict with or restrict the Consultant in providing the Consultancy Services to FFA fairly and independently.

10. Disclosure of Information

- 10.1 The Consultant shall not, without the prior written approval of FFA, disclose to any person other than FFA, any Confidential Information. In giving written approval, FFA may impose such terms and conditions as it thinks fit.
- 10.2 FFA may at any time require the Consultant to give a written undertaking, in a form required by FFA, relating to the non-disclosure of Confidential Information. The Consultant shall use best endeavours to promptly arrange for all such undertakings to be given.
- 10.3 The obligation on the Consultant under this clause shall not be taken to have been breached where the information referred to is legally required to be disclosed.

11. Termination

- 11.1 FFA may, at any time by written notice, terminate this Contract in whole or in part. If this Contract is so terminated, FFA shall be liable only for:
- (a) payment under the payment provisions of this Contract for Consultancy Services rendered before the effective date of termination; and
 - (b) subject to clauses 11.3 and 11.4, any reasonable costs incurred by the Consultant and directly attributable to the termination or partial termination of this Contract.
- 11.2 Upon receipt of a notice of termination the Consultant shall:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimize loss resulting from that termination;
 - (c) continue work on any part of the Consultancy Services not affected by the notice.
- 11.3 In the event of partial termination FFA's liability to pay fees under Schedule B shall, in the absence of agreement to the contrary, abate proportionately to the reduction in the Consultancy Services.
- 11.4 FFA shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Contract, together exceed the total fees set out in Schedule B.

12. Default

- 12.1 If either party is in default under this Contract on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract, the party not in default may terminate this Contract in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

13. Waiver

- 13.1 A waiver by either party in respect of any breach of a condition or provision of this Contract shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision.

14. Notices

- 14.1 Any notice, request or other communication to be given or served pursuant to this Contract shall be in writing and dealt with as follows:
- (a) if given by the Consultant to FFA, addressed and forwarded to the Director-General, Forum Fisheries Agency, P.O. Box 629, Honiara, Solomon Islands.
 - (b) if given by FFA to the Consultant, signed by the Director-General or Deputy Director-General and forwarded to the Consultant at the Usual Place of Residence or, electronic mail address provided by the Consultant or, in the case of a corporate entity, the registered office.
- 14.2 Any such notice, request or other communication shall be delivered by hand or sent by pre-paid registered post, or electronic transmission to the address of the party to which it is sent.
- 14.3 Any notice, request or other communication will be deemed to be received:
- (a) if delivered personally, on the date of delivery;
 - (b) if sent by pre-paid registered post, on the day that the acknowledgment of delivery is completed by the recipient; and
 - (c) if sent by electronic transmission, whichever is the earlier of, the day that acknowledgement of receipt is completed by the recipient, or, the day an electronic confirmation of receipt is received.

15. Entire Agreement and Variation

- 15.1 This Contract contains the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.
- 15.2 No agreement or understanding varying or extending this Contract, including in particular the scope of the Consultancy Services in Schedule A shall be legally binding upon either party unless in writing and signed by both parties.

16. Severability

- 16.1 Each provision of this Contract and each part thereof shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) shall be severed and the remainder shall be read and construed as if the severable provision or part had never existed.

17. Relationship

- 17.1 Nothing in this Contract shall be deemed or construed as creating a partnership, joint venture, master-servant, principal-agent, employer-employee, or other relationship for any purpose whatsoever.

18. Applicable law

- 18.1 This Contract shall be governed by and construed in accordance with the laws of Solomon Islands as at the date of the signing of this Contract and the parties agree, subject to the Contract, that the courts of Solomon Islands shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.

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